

Supplement to Form HHS 520,
"Request for Approval of Outside Activity"

Instructions:

Use this supplement with Form HHS-520 for all compensated activities except writing and editing or service on boards or committees.

Complete Part A. Complete Parts B, C, and/or D **when applicable**. Submit this form with Form HHS 520.

Initiate Form HHS-520 far enough in advance of the activity so that it reaches the IC Deputy Ethics Counselor in sufficient time for approval prior to the date of the activity.

Standards of Ethical Conduct for Employees of the Executive Branch and NIH Manual Chapter 2300-735-4 contain the rules and regulations pertaining to outside activities.

Part A – General Information

| | | |
|------------------------------------|---|--|
| Name (Last, first, middle initial) | Organization Location | Grade and Salary |
| Title of Position | Type of Activity | |
| Name of Outside Organization | <input type="checkbox"/> Teaching/Lecturing | <input type="checkbox"/> Consulting with Law Firm |
| | <input type="checkbox"/> Consulting | <input type="checkbox"/> Clinical/Private Practice |

Part B – Employment Agreement for Consulting

This contract relates to consulting work proposed by an Outside Employer and the Employee, identified herein as the Consultant.

The following items are agreed to by both the Outside Employer and the Consultant:

1. The proposed work will not interfere in any way with the Consultant's responsibilities at the NIH and will be performed only on non-duty time, annual leave, or leave without pay.
2. The Consultant will not disclose to the Outside Employer any information derived from work at the NIH until it has been disclosed publicly, either in a written publication, or in an oral presentation at a lecture or meeting open to the public or publicly announced.
3. Consultation will relate only to the general knowledge and expertise of the Consultant, and may be performed on an ongoing basis; however, all information concerning NIH research shall be provided on a non-exclusive basis. Any and all agreements for exclusive consultation are prohibited.

4. The Outside Employer will have no proprietary interest in any work that the Consultant has done or will do at the NIH.
5. Notwithstanding any other provision in the agreement, the Consultant shall not be restricted from reporting an invention made by the Consultant (whether alone or jointly) to the Department of Health and Human Services (HHS) as required by Federal regulations in 45 CFR Part 7,* nor shall anything in the Contract restrict or preclude the ability of HHS to ascertain its rights in such an invention.
6. The Outside Employer will not refer to the Consultant or to an affiliation with NIH in anything distributed for publicity or product promotion.
7. This Consulting agreement shall become effective the date of NIH approval of the Consultant's participation in this Outside Activity.

*These regulations require the reporting of any invention made by a HHS employee that bears any relation to his/her official duties, or that was made in whole or in part during working hours, or with any contribution of Government facilities, equipment, material, funds, or information or of time or services of other Government employees on official duty.

| | | |
|---|---------|--------------------------|
| Approval by Outside Employer: Signature of Designated Official | | Date |
| Typed Name of Designated Official | | Position in Organization |
| Phone No. | Address | |

Part C – Employment Agreement for Testimony/Legal Consultation or Private Law Practice

In providing testimony in private litigation and/or consultation with the company or law firm shown in Part A, I agree to comply with the following guidelines in accordance with NIH Manual 2300-735-4:

1. No NIH information or data will be used that has not yet been published.
2. No present or former NIH patient names or records will be used.
3. If I am requested to review a case involving any present or former NIH patient, I will disqualify myself.
4. Any opinion rendered will be my own personal opinion and not that of NIH or the Department.
5. The subject of the litigation is not controversial and is not likely to become controversial in the future, and
6. No activity will be approved when there is a financial and/or business association between the employee's official duties and either the company or law firm or the parties involved in the litigation.
7. The outside practice cannot involve compensated or uncompensated representational services before any Federal department, agency, or court in which the United States is a party or has a direct and substantial interest. For example, the attorney could not represent a client in a criminal or other case if the litigation is brought by the U.S. Attorney's Office. Providing tax advice or preparing a tax return are not considered representational services. However, if the IRS decides to audit that return,

the attorney is prohibited from representing the client in the IRS audit.

8. The attorney cannot receive compensation as a result of anyone else's representation of a client in a matter before a Federal agency or court (e.g., law partner).
9. The attorney cannot establish an attorney-client relationship in an outside professional practice with a current or recent former NIH employee.
10. The attorney agrees that client support, including telephone calls, will not be provided during working hours at NIH and that arrangements have been made for coverage of emergencies and other activities with clients while on duty.
11. The attorney cannot receive a fee for consulting with another attorney if that attorney's client is a current or recent former NIH employee.
12. The attorney cannot represent a client in matters in which the employee has participated personally and substantially as a Government employee.

NOTE: The attorney **may** represent his or her parents, spouse, child, or any person for whom, or for any estate for which, he or she is serving as guardian, executor, administrator, trustee, or other personal fiduciary if the attorney obtains **additional** approval by the Government official responsible for his or her appointment.

Employee's Signature

Date

Part D – Employment Agreement for Outside Professional Health Care Practice

In providing outside professional practice with

I agree to comply with the following guidelines in accordance with NIH Manual 2300-735-4:

1. I will never knowingly establish a health care provider-patient relationship in outside professional practice with any current or recently discharged NIH patient.
2. If I have final responsibility for the admission of patients to the Clinical Center, I acknowledge that I may not receive a fee for service as a consultant to another physician where the condition of the patient would appear to make the patient eligible for Clinical Center admission in an area currently supervised by me.
3. I certify that I will comply with NIH regulations relating to Outside Work and Activities, as defined in Manual Issuance 2300-735-4.
4. I certify that patient support provided by me will not be done during my official NIH working hours and that I have made

arrangements with the organization named above for coverage for emergencies and activities with patients while I am on duty at NIH.

5. I certify that I will not have patient contact under this outside activity, including telephone calls, during my official NIH working hours. The organization named above is aware of this condition and has made other arrangements for patient contacts.
6. I certify that this activity will be conducted under the conditions that NIH patients will not be referred to the private practice of an NIH employee, nor from such practice to the NIH, and that patients will be informed in advance of this policy.
7. I certify that the outside activity is of such a nature that it will not interfere with my ability to perform fully my NIH duties. I further certify that I do not have, nor anticipate having, any official dealing (e.g., contract, CRADA, or other official duty) with the outside organization.

Employee's Signature

Date

I concur that to the best of my knowledge this activity represents no conflict of interest or conflict of commitment between the conduct of the outside professional practice and the interests of NIH.

Signature of IC Deputy Ethics Counselor

Date